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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANGEL AGUIAR, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

MERISANT COMPANY, and WHOLE
EARTH SWEETENER COMPANY,
LLC,

Defendants.

Civil No.: 2:14-cv-00670-RGK-AGR

**DECLARATION OF AMANDA F.
LAWRENCE IN SUPPORT OF
PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING
SETTLEMENT CLASS,
APPROVING NOTICE PLAN, AND
SCHEDULING DATE FOR FINAL
FAIRNESS HEARING**

Judge: Hon. R. Gary Klausner
Date: September 15, 2014
Time: 9:00 a.m.
Ctmm: 850

1 Pursuant to 28 U.S.C. §1746, I, Amanda F. Lawrence, under penalty of
2 perjury, declare that the following is true and correct to the best of my knowledge
3 and belief:

4 1. I am a partner at the law firm of Scott+Scott, Attorneys At Law, LLP
5 (“Scott+Scott”), and counsel for Plaintiff Angel Aguiar (“Plaintiff” or “Plaintiff
6 Aguiar”) in the above captioned case. I have personal knowledge of the matters set
7 forth herein based on my active participation in all material aspects of the
8 prosecution of this Action and submit this declaration in support of Plaintiff’s
9 Unopposed Motion for Preliminary Approval of Class Action Settlement,
10 Certifying Settlement Class, Approving Notice Plan, and Scheduling Date for Final
11 Fairness Hearing (“Motion for Preliminary Approval”). Attached hereto as Exhibit
12 1 is a true and correct copy of the fully executed Class Action Settlement
13 Agreement with corresponding exhibits. Unless otherwise indicated, capitalized
14 terms used in this declaration have the same meaning as in the Class Action
15 Settlement Agreement.

16 2. My firm, Scott+Scott, represents Plaintiff Aguiar in this matter and is
17 seeking appointment as one of the Class Counsel for the proposed Settlement Class
18 along with the Wood Law Firm, LLC (“Wood Law”). I, along with my co-
19 counsel, have been responsible for the prosecution of this Action on behalf of
20 Plaintiff Aguiar and have led the negotiations on behalf of her to achieve the
21 proposed Settlement. From the outset of the investigation and filing of the action,
22 through the negotiation and drafting of the Settlement before the Court,
23 Scott+Scott and Wood Law have vigorously represented the interests of their client
24 and the Class Members to obtain the best possible recovery.

25 3. After filing and serving the complaint in this action, the case
26 proceeded rapidly and, on March 21 and 27, 2014, Scott+Scott caused discovery to
27 be served on Defendants, while Defendants served their discovery requests on
28

1 Plaintiff on March 21 and 28, 2014. As a result of these requests, thousands of
2 pages of documents were produced and subsequently reviewed by my firm.
3 Plaintiff additionally received responses to Requests for Admissions that admitted
4 the Proposed Class is made up of more than 40 members.

5 4. Scott+Scott also issued five subpoenas to third-party marketers and
6 retailers of Pure Via.

7 5. On May 14, 2014, I took a Rule 30(b)(6) deposition of Defendants in
8 Chicago, Illinois.

9 6. On May 27, 2014, Plaintiff Aguiar was deposed in Los Angeles,
10 California.

11 7. In conjunction with the motion for class certification, my firm
12 retained two experts: a damages calculation expert and a marketing expert from the
13 Wharton School at the University of Pennsylvania. Defendants deposed both
14 experts in Los Angeles, California and Philadelphia, Pennsylvania, respectively. I
15 personally defended both depositions.

16 8. Defendants opposed class certification on June 30, 2014 and in
17 conjunction therewith, submitted two competing expert reports. My firm diligently
18 prepared to depose those experts, scheduled for July 9 and 10, 2014 in
19 Washington, D.C. However, on the eve of the depositions, the Parties were able to
20 reach a resolution in principle of the case.

21 9. Beginning on April 29, 2014, my firm and counsel for Defendants
22 began a series of telephonic discussions surrounding resolution of the case. During
23 these calls, numerous settlement proposals were exchanged, rejected, and then
24 modified prior to being accepted. Accordingly, the proposed Settlement is the
25 product of extensive, arm's-length, and contested settlement negotiations.

26 10. Ultimately, on July 8, 2014, my firm was able to reach a resolution in
27 principle with counsel for Defendants and telephoned the Court to inform it of the
28

1 existence of a Memorandum of Understanding. Since that time, I have worked
2 extensively with counsel for Defendants to draft the terms of the Settlement
3 Agreement.

4 11. Through the thorough discovery process, Plaintiff's Counsel obtained
5 a full understanding of the processing of Pure Via ingredients and Defendants'
6 basis for Pure Via's labeling. In addition, Scott+Scott evaluated the various state
7 consumer protection laws as well as the legal landscape to determine the strength
8 of the claims, the likelihood of success, and the parameters within which courts
9 have assessed settlements similar to the instant proposed Settlement.

10 12. In my opinion, this Settlement demonstrates that the best practicable
11 result was achieved on behalf of the Class.

12 13. Plaintiff remains convinced her case has merit, but recognizes
13 substantial risk is involved in continued litigation. Based on extensive
14 investigation and discovery, including depositions, Plaintiff believes that she could
15 obtain class certification, defeat all dispositive motions filed by Defendants, and
16 proceed to a trial on the merits.

17 14. All complex class actions are uncertain in terms of ultimate outcome,
18 difficulties of proof, and duration, and this action is no different. There is always
19 the possibility that Plaintiff may not prevail if this Action continues. Plaintiff and
20 Plaintiff's Counsel recognize, however, the expense and length of continued
21 proceedings necessary to prosecute the claims through trial and appeal and have
22 taken into account the uncertain outcome and risk of litigation, as well as the
23 difficulties and delays inherent in such litigation. I believe the monetary,
24 advertising, marketing, and labeling terms set forth in the proposed Settlement
25 confer substantial benefits upon the Settlement Class Members. Based on the
26 above-described evaluation, I have determined that the proposed Settlement is fair,
27 reasonable, and adequate and in the best interest of the Settlement Class.

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1 15. Defendants have denied, and continue to deny, any liability and
2 maintain that their current labeling is truthful and not misleading. Defendants have
3 also indicated that, should this matter proceed, they will vigorously oppose
4 certification of a litigation class. In the event Plaintiff seeks certification of a
5 litigation class, Defendants will argue, among other things, that the class is not
6 ascertainable.

7 16. Throughout the course of investigation, discovery, settlement
8 negotiations, litigation, and filing of the Settlement and accompanying motions
9 with the Court, Plaintiff's Counsel have devoted significant time to the
10 investigation, development, prosecution, and resolution of this action.

11 17. Both Scott+Scott and Wood Law have substantial experience with
12 consumer class actions in general and with consumer fraud and false advertising.
13 Attached hereto as Exhibits 2 and 3 are true and correct copies of Scott+Scott's
14 Firm Resume and Wood Law's Firm Resume, respectively.

15
16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed in Colchester, Connecticut on August 18, 2014.

18
19 /s/ Amanda F. Lawrence
 Amanda F. Lawrence